UDV (KENYA) LIMITED “DANDIA BONUS NA KAQUARTER” NATIONAL CONSUMER PROMOTION

TERMS AND CONDITIONS

The following terms and conditions apply exclusively to the aforementioned promotion and all participants in the promotion are deemed to have read, understood and accepted the same:

Eligibility

1. This Promotion is restricted to Kenyan residents aged eighteen (18) years and above. Proof of age shall be required prior to redemption of any prize.

2. Employees of East African Breweries Limited Group of companies (KBL, UDVM, EBAL, SBL, UBL), its directors and shareholders, bar owners and bar staff, Smart Printers Ltd, K/K Security, IMS Lis, Shanahan Inter Labels Africa, J. Walter Thompson, Scanad, OOH Ltd, KPMG Advisory Limited and any other supplier or third party directly involved with this Promotion and their respective immediate families are not eligible to participate in the Promotion.

3. UDVM reserves the right to require the return of any prize already awarded, either at its sole discretion or in consultation with KPMG Advisory Limited and BCLB and such winners shall be disqualified.

Promotion Period

4. The Promotion is open to all consumers who purchase any 220ml of either of the following participating brands (Kanye Care Smooth, Chrome Vodka (Organic), Original Gold, Kane Extra, Red Star, Orijin AHS, V&A Sherry and Triple A Vodka). The Promotion will commence from 12th August 2020 to 11th December 2020.

5. UDVM, in conjunction with the Betting Control and Licensing Board (BCLB) reserves the right to change the promotional dates as it deems fit.

6. Any disputes related to the terms and conditions made by UDVM in consultation with BCLB shall be final and binding.

How to Participate

7. To participate in the promotion, the participants shall be required to purchase any 220ml of any of the aforementioned participating brands (Kanye Care Smooth, Chrome Vodka (Organic), Original Gold, Kane Extra, Red Star, Orijin AHS, V&A Sherry and Triple A Vodka), scratch the panel on the label to find a 7-character alphanumeric code. This code on its own does not guarantee a participant anything in the promotion and will not be transferable.

8. Participants are limited to two SMS entries per day. Each SMS entry shall entitle a participant to a chance to enter into draws where they can win Kshs. 250 in weekly regional draws. Each entry shall entitle a participant to a chance to enter into draws where they can win Kshs. 250 in weekly regional draws.

9. Participants who are limited to two SMS entries per day. Each SMS entry shall entitle a participant to a chance to enter into draws where they can win Kshs. 250 in weekly regional draws. Each entry shall entitle a participant to a chance to enter into draws where they can win Kshs. 250 in weekly regional draws.

10. In the event that a participant sends a code that is a guessed code or misses the 7-digit alphanumeric code found on the scratch panel, the participant will receive a regret message saying the 7-digit code on the scratch panel is invalid.

11. In the event that a participant sends a code from the scratch panel that was intended for use in the promotion and was not submitted for any other reason, the participant will receive a regret message saying the 7-digit code on the scratch panel is invalid as it is from the previous promotion.

12. In the event that a participant sends a code from the scratch panel that was intended for use in the promotion and was not submitted for any other reason, the participant will receive a regret message saying the 7-digit code on the scratch panel is invalid as it is from the previous promotion.

13. A unique number shall be allocated to the eligible entries daily, and a. A maximum of fourteen eligible entries weekly. All entries are eligible entries and will not be eligible.

14. Participants can opt out of the Promotion by sending an SMS stating the word "STOP" to 28884. You will receive a message confirming that you have been opted out of the Promotion.

15. The following terms and conditions apply exclusively to the promotion and within three months after the end of the Promotion.

16. UDVM reserves the right to require the return of any prize already awarded, either at its sole discretion or in consultation with KPMG Advisory Limited and BCLB and such winners shall be disqualified.

17. All winners will be randomly selected, and cash winners will receive their prize by bank transfer or through mobile money agents within seven (7) days as applicable.

18. Airtime winners will receive their prizes through airtime vouchers to be sent via SMS.

19. UDVM reserves no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify UDVM against any damages that anyone may suffer as a result of the receipt of the prize in the Promotion including consequential and economic losses.

20. The above terms and conditions apply exclusively to the promotion and within three months after the end of the Promotion.

Drafs and Selection of Winners

21. Systems and controls around the selection of the winners have been validated by KPMG Advisory Services Limited in an independent audit firm.

22. UDVM in consultation with BCLB may select additional reserve winners to replace any winners of the prizes who may have been disqualified.

23. After selection of winners is done, the decisions made on the same including reward of prizes by UDVM shall be final and binding.

24. Prizes are redeemable in Kenya only and are not transferable.

25. Prizes must be accepted as awarded, cannot be exchanged for other prizes or for cash in kind and may not be transferred or exchanged.

26. In the event that there are any taxes applicable to the prizes, UDVM shall deduct the same from the prizes prior to the tax collection.

27. Winners of the various prizes shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decision is made on the same by UDVM shall be final and binding.

28. Winners of cash prizes will have payment transmitted to their phone through mobile money transfer services. In the event that the owner of the phone number and the user of the phone number are different and subject to the provision of sufficient proof, the applicable prize shall only be awarded to the owner of the phone number and not the user of the phone number.

29. The award of prizes for the “Dandia Bonus na KaQuarter” promotion shall be subject to the authentication of such information as shall be considered sufficient for verification by UDVM. UDVM and BCLB shall not entertain claims made after the expiry of said forty-eight (48) hours without any decision made on the same and UDVM shall be final and binding.

30. Winners who are not registered with any mobile money service providers will be notified through SMS to collect their cash prizes from the respective mobile money agents within seven (7) days as stipulated by Communications Commission of Kenya regulations. Failure to do so will lead them to forfeiting their prize.

31. UDVM, upon notification, reserves the right to amend the promotion format and timings as it deems fit.

32. UDVM reserves the right to amend the competition prizes as it deems fit at any point in the promotion.

33. UDVM does not require you to send money, airtime or mobile money funds in any other form in order to participate or claim any prize in this Promotion, and UDVM shall not be liable for any losses or other damage incurred by any person who does not heed this caution.

34. UDVM has used reasonable efforts to ensure that all information and materials relating to the promotion are accurate, UDVM shall not be liable for any inaccuracies or errors in such information and/or material. UDVM’s agents and sub-contractors shall also not bear responsibility for any loss or damage to a participant, whether caused by such an act, party, arising from:

a. Matters outside the control of UDVM. Its agents and sub-contractors including but not limited to force majeure events such as pandemics, government and county regulations, acts of God, computer viruses, power outages, etc.

b. Any technical failure or other problem with any machine, telephone network or system, service provider software or otherwise which may result in participant characteristics in the promotional packs, any entry being lost or not properly received, registered or recorded.

c. Any unforeseen defects in promotional materials supplied or manufactured by UDVM or any other parties including but not limited to labels and crowns and

d. Any acts of negligence by the Employees of UDVM, KPMG Advisory Services Limited and BCLB or any other service providers involved in this Promotion or their agents, associates and contractors.

35. All the ownership and intellectual property rights in the form and visuals taken of any act, party, arising from such actions, including graphic and written materials, media as UDVM may choose (including and not limited to the internet) for information, advertising and commercial purposes and that they shall further agree to participate in all public relations and marketing activities of UDVM on such research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

Disqualification and Termination

36. The Promotion is offered at the sole discretion of UDVM and UDVM reserves the right to vary these terms and conditions or to suspend/cancel/terminate the Promotion at any time, which decision shall be final and binding.

37. In any event of the Promotion for any reason not attributable to the participants, the participants shall be required to redeem their prize within three (3) months of the termination date.

38. UDVM reserves the right to terminate any participant’s participation in the Promotion or their registration from the Promotion if:

a. Detection of fraud or attempted fraud relating to the participant or their registration;

b. Breach of any of these terms and conditions;

c. Such circumstance as may be determined by UDVM acting reasonably.

39. If in participation in the Promotion is terminated under any of the circumstances set out in clause 40 above, the participant shall lose any entrant prize and the same shall be deemed to have been forfeited. In addition, UDVM reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in such action.

Other Terms

40. This competition remains subject to the provisions of the Betting Lotteries and Gaming Act (Cap 131 Laws of Kenya) 1991 and all other applicable laws. Any disputes arising herunder shall in the first instance be resolved in accordance with the aforementioned provisions.

41. All queries should be directed to the Customer Care Helpline number 0712893856/5 available from 8:00a.m to 5:00 pm.

42. UDVM, upon notification, reserves the right to amend and adjust the promotion format and timings as it deems fit.

43. UDVM reserves the right to amend the competition prizes as it deems fit at any point in the promotion.

44. UDVM does not require you to send money, airtime or mobile money funds in any other form in order to participate or claim any prize in this Promotion, and UDVM shall not be liable for any losses or other damage incurred by any person who does not heed this caution.

45. Although UDVM has used reasonable efforts to ensure that all information and materials relating to the promotion are accurate, UDVM shall not be liable for any inaccuracies or errors in such information and/or material. UDVM’s agents and sub-contractors shall also not bear responsibility for any loss or damage to a participant, whether caused by such an act, party, arising from:

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d. Any acts of negligence by the Employees of UDVM, KPMG Advisory Services Limited and BCLB or any other service providers involved in this Promotion or their agents, associates and contractors.